

## LOAN AGREEMENT WITH PROMISSORY NOTE

By using [www.cash-express.ph](http://www.cash-express.ph), including any of its subdomains (the "Website"), you acknowledge that you have read, understood and agreed to be bound by all the Terms and Conditions as set forth below in this Loan Agreement (the "Agreement") upon availing our services.

### I. DEFINITIONS

When used in this Agreement, the following terms and expressions have the meanings as indicated below:

- 1.1 **Borrower** means an individual submitting a loan application and who is a party to this Agreement to which the Loan is granted. The Borrower must be a Filipino citizen at least twenty (20) years of age, have a permanent address of residence in the Philippines, and be in full capacity to enter into an Agreement.
- 1.2 **Calendar Day** means any day, including weekends and public holidays in the Philippines, on which the Lender operates in the normal course of business.
- 1.3 **Disclosure Statement** means a document that sets out, among other things, the personal information of the Borrower, the Principal Amount, interest and financial charges, the Maturity Date, and all other details required under the Lending Truth Act.
- 1.4 **Interest** is a compensation paid by the Borrower for the use of money of the Lender.
- 1.5 **Interest Outstanding** refers to all or the remainder of Interest that the Borrower has not paid in full to the Lender in accordance with the Payment Schedule and this Agreement.
- 1.6 **Interest Period** is the number of days for which interest is charged while the Principal Amount remains unpaid.
- 1.7 **Full Repayment** means the repayment by the Borrower of his/her obligations or indebtedness, which includes the Principal Amount, interest and financial charges, on, before or after the Repayment Date as specified in the Repayment Notice issued to the Borrower.
- 1.8 **Late Payment Fee** means such fees and charges that the Borrower is required to pay to the Lender for non-payment on the Due Date.
- 1.9 **Lender** is the party approving the loan application. In this Agreement, Cash-Express Philippines Financing Inc., a company duly formed and organized under the laws of the Republic of the Philippines located at Level 10-1 One Global Place 25th Street Cor. 5th Avenue, Fort Bonifacio, Taguig City is the Lender.
- 1.10 **Loan** is the act of giving money to the Borrower in exchange of future payment of the principal amount together with the interest and other charges.
- 1.11 **Loan Application** means the application submitted by the Borrower on the [www.cash-express.ph](http://www.cash-express.ph) website to the Lender to avail the loan services being offered by Cash-Express Philippines Financing Inc.
- 1.12 **Loan Decision** is an irrevocable decision, to approve or reject, by the Lender on the Loan Application of Borrower.
- 1.13 **Loan Term** - is the number of days granted to the Borrower to repay the Principal Amount, Interest, Late Payment Fee and all other fees which may accrue from the date of the issuance of the Loan.
- 1.14 **Maturity Date** - date specified in the Payment Schedule when Borrower must pay Principal Amount, Interest, Late Payment Fee and all other fees as specified in the Disclosure Statement/Payment Schedule,
- 1.15 **Notice of Approval** means an irrevocable formal notice of granting the Loan Application issued by the Lender to the Borrower no later than one (1) month from the effective date of this Agreement. This notice may be provided to the Borrower via email or SMS or direct call to the registered mobile phone number or through any other means as may be allowed by the laws.
- 1.16 **Notice of Repayment** means a notice containing a summary of the amount payable by the Borrower to the Lender including all adjustments, if there is/are any. Such notice is issued to the Borrower through email or SMS or direct call to the registered mobile phone number or through any other means as may be permitted by the laws.
- 1.17 **Outstanding Loan** means unpaid Principal Amount, Interest, Late Payment Fee and all other fees that the Borrower has not yet paid to the Lender.
- 1.18 **Payment Schedule** means a schedule that consists of exact payment amounts and dates under which the Borrower is required to repay the Loan.
- 1.19 **Prepayment** means early repayment in accordance with the terms of this Agreement.
- 1.20 **Personal Account** is a user account created by the Borrower in our platform to access our services and apply for Loan.
- 1.21 **Principal Amount** is the amount before any deduction of charges that the Borrower wishes to borrow from the Lender.
- 1.22 **Processing fee & Documentary tax** is one-time mandatory fee & tax payable on a loan issuing.
- 1.23 **Remote Service** means any method of communication via telematics networks supported by the Lender to enable the Borrower to submit a Loan Application and obtain a Loan Decision. Remote Service includes, but is not limited to, telephone, website, email, online customer portal, SMS, social media account and other technical means such as a mobile application provided by the Lender.
- 1.24 **Repeat Loan** refers to giving loan for the second time or more than once to the same Borrower.
- 1.25 **SMS info fee** is one-time optional fee payable on an SMS informing service.

### II. USE OF LOAN

2.1 The Borrower undertakes to use the Loan or any portion thereof only for lawful purposes.

### **III. LOAN AMOUNT**

3.1 The Lender has agreed to lend to the Borrower an amount in Philippine currency as specified in the Disclosure Statement and the Borrower promises to pay it no later than the Maturity Date.

3.2 The total amount of the loan granted should not exceed the applied loan amount.

### **IV. LOAN TERM**

4.1 The Borrower should pay the interest every 7 days, or 14 days, or 21 days, or 30 days in accordance with the Payment Schedule which will be provided and displayed during the application of the loan and before selecting/pressing the CONFIRM button as the last step of the Loan Application in our platform.

4.2 The standard loan term depends on the selected Interest Period:

- a.) one hundred eighty two (182) days with 7 days payment frequency; or
- b.) one hundred eighty two (182) days with 14 days payment frequency; or
- c.) one hundred eighty nine (189) days with 21 days payment frequency; or
- d.) one hundred eighty (180) days with 30 days payment frequency.

4.3 The Borrower has the right to pay the Principal Amount on or before the Maturity Date.

### **V. INTEREST**

5.1 During the loan term the Lender will collect interest by the chosen Interest Period:

- a.) 26 equal periods of 7 days interval per payment period; or
- b.) 13 equal payment periods with 14 days interval per payment period; or
- c.) 9 equal payment periods with 21 days interval per payment period; or
- d.) 6 equal periods of 30 days interval per payment period.

5.2 For the first issued Loan to the Borrower, the interest rate for the first payment period depends on the Interest Period:

- a.) If the Interest Period is 7 days, the interest rate for the first payment period is 0%; or
- b.) If the Interest Period is 14 days, the interest rate for the first payment period is 1%.

For the second period of the first Loan and subsequent periods of the first Loan, the interest rate is 1.99% per day.

5.3 For the Repeat Loan, the interest rate depends on the Interest Period:

- a.) If the Interest Period is 7 days, for the whole Loan Term is 1.99% per day; or
- b.) If the Interest Period is 14 days, for the whole Loan Term is 1.99% per day; or
- c.) If the Interest Period is 21 days, the interest rate for the whole Loan Term is 1,7%; or
- d.) If the Interest Period is 30 days, the interest rate for the whole Loan Term is 1,5%.

5.4 The interest rate and/or other charges imposed on the Loan during its term, renewals, extensions, restructuring, novation, and/or modification may be increased or decreased by the Lender with prior notice to the Borrower in the event of the changes in interest rates as may be prescribed by the law.

### **VI. PROCESSING FEE & DOCUMENTARY TAX, SMS INFO FEE**

6.1 Processing fee & documentary tax (DSN) is a mandatory payment payable for any loan issuing.

6.2 SMS info fee is an optional payment payable in case of the Borrower chooses the corresponding service.

6.3 For the First Loan, processing fee & documentary tax (DSN), SMS info fee (if it is applicable) accrual depends on the Interest Period and the actual Loan Term:

- a.) If the Interest Period is 7 days and the actual Loan Term is more than 7 days, processing fee & documentary tax (DSN), SMS info fee (if it is applicable) should be paid within no later than the second payment;
- b.) If the Interest Period is 7 days and the actual Loan Term is less than 7 days, processing fee & documentary tax (DSN), SMS info fee (if it is applicable) should be paid within the first and unique payment.

6.4 For the First Loan, if the Interest Period is 14 days, processing fee & documentary tax (DSN), SMS info fee (if it is applicable) should be paid within the first payment regardless the actual Loan Term.

6.5 For the Repeated Loan processing fee & documentary tax (DSN), SMS info fee (if it is applicable) should be paid within the first payment regardless the Interest Period and the actual Loan Term.

### **VII. EXTENSION OF THE TERM OF THE LOAN**

7.1 In the event that the Borrower fails to repay all or the remainder of the Principal Amount, Interest, and all other fees on the Maturity Date, the Agreement should be deemed to be automatically extended for the another one hundred eighty-two (182) days period, or one hundred eighty nine (189) days period, or one hundred eighty (180) days period (depending on the selected Interest Period).

### **VIII. LOAN ISSUANCE**

8.1 The loan is issued by bank transfer to the bank account (or e-wallet) of the Borrower.

8.2 The loan is issued after the Borrower fulfills all the conditions required by the Lender as provided in this Agreement.

## **IX. CONDITIONS PRIOR TO LOAN ISSUANCE**

9.1 The Loan will be issued only after the preconditions set out below have been met :

- a.) Properly executed and submitted to the Lender Application for a loan;
- b.) Notice of Approval issued to the Borrower;
- c.) Other documents as may be required by the Lender.

9.2 Once the Agreement is signed by the Borrower, the Borrower will have no right to cancel the Loan or refuse issued money of the Loan.

## **X. LOAN APPLICATION**

10.1 The Borrower may apply for a Loan by creating an account in the platform of the Lender which can be found at [www.cash-express.ph](http://www.cash-express.ph) ("Electronic Services").

10.2 The Borrower is responsible for maintaining the security of its username, password, electronic signature and other identification provided to the Lender. The Borrower will be liable for all losses which may be caused by unauthorized access in his account.

10.3 The Borrower should, at its own expense, fully equip and regularly maintain its equipment/device, connecting equipment/device, system software and application software in order to be able to securely connect to electronic services.

10.4 Documents and materials related to Electronic Services will be certified or verified by the Borrower using a security verification protocol. All information verified by the Borrower and archived by the Lender is evidence of a transaction entered into between the Parties and is considered valid and binding as an agreement duly signed between them.

10.5 The Lender will issue to the Borrower within the next three (3) calendar days from receipt of the Loan Application the (1) Loan Decision and (2) Disclosure Statement through the Borrower's registered contact details or Personal Account in our platform.

10.6 An electronic signature on any of the electronic documents, including this Agreement, is binding on the Borrower in the same way as if the paper copy were signed with an ink pen.

10.7 The Borrower will not challenge the validity or enforceability of any electronic documents on the grounds that they have been signed with an electronic signature.

10.8 The electronic copy of this Agreement stored by the Lender in its data warehouse and transferred to the registered contact details of the Borrower or to the Personal Account is deemed as the original copy of the Agreement.

## **XI. PAYMENTS**

11.1 The Borrower should repay the indebtedness in accordance with the Payment Schedule provided in DISCLOSURE STATEMENT.

11.2 The Borrower, at his own discretion, may make an early full repayment of the loan subject to the terms set in the Agreement.

11.3 All payments should be made through designated banks, or third parties appointed by the Lender from time to time to receive payments from the Borrower.

11.4 The Lender should not be liable, and the Borrower should bear the risk of any delay or denial in crediting or accepting any payment to the Lender due to any event or circumstance, including, without limitation, the closure, non-functioning or malfunction of the Payment Channels.

11.5 The Borrower waives its right to choose the application of payments in case of partial repayments or non-performance of obligations.

11.6 The Payment Schedule is always accessible to the Borrower's Personal Account found in our platform.

## **XII. FULL EARLY REPAYMENT OF THE LOAN**

12.1 If the Borrower elects to repay the Loan in full before the Maturity Date, the Borrower will repay the Loan in full plus any interest, fees, taxes, charges and/or expenses accrued as of the Maturity Date calculated at the rate and rules specified in this Agreement.

12.2 The amount and terms of the full early repayment of the Loan will be available to the Borrower's Personal Account found in our platform.

## **XIII. INTEREST, FEES, TAXES AND OTHER CHARGES**

13.1 The Borrower should pay all costs, fees, taxes, charges and/or expenses in connection with the provision of the Loan and the performance of this Agreement, such as, but not limited to, processing fee & documentary tax (DMS), SMS info fee and other fees specified in the Disclosure Statement.

13.2 The Borrower also agrees and understands that he/she will be charged a daily Penalty for late or non-payment of the regular payment in full. A daily Penalty is added for each day that the Principal Amount, Interest, and all other fees remains unpaid. The daily Penalty will be calculated based on the Principal Amount of the loan. The daily Penalty is one percent (1%) per day until the Outstanding debt is paid in full.

13.3 The Borrower also agrees and understands that he/she will also be charged an additional Late Payment Fee for late or non-payment for more than two (2) days of the regular payment in full. Late Payment fee continues to charge at an interval equal to the Interest Period (7 days/14 days/21 days/30 days) once an Interest Period until the Outstanding debt is paid in full. The Late Payment Fee will be calculated based on the Principal Amount of the loan: it represents twenty percent (20%) of the Principal amount, but no more than 500 PHP.

#### **XIV. APPLICATION OF PAYMENT**

14.1 The payment made by the Borrower is applied in the following order: firstly, to Late payment fees, Penalties and Outstanding Interest; secondly, to Processing fee & documentary tax (DMS), SMS info fee and Interest; and third, the Principal Amount of the Loan.

#### **XV. PERSONAL INFORMATION OF THE BORROWER**

15.1 The Lender should collect personal information of the Borrower as part of its due diligence or the Know Your Customer (KYC) procedures.

15.2 The Borrower expressly agrees to collect and use his personal information by the Lender for the purposes of enforcing this Agreement.

15.3 The Lender undertakes to handle the personal information of the Borrower in accordance with the Data Privacy Act of 2012 and its rules and regulations.

15.4 The Borrower should promptly notify the Lender in writing of any change in its contact details, employment details, and any other information previously provided to the Lender during the application of the Loan.

#### **XVI. CONTACT DETAILS**

16.1 All communication channels, e-mail address, mail addresses and telephone numbers declared by the Borrower when applying for a loan are considered correct and valid by the Lender.

16.2 All messages including Loan Approval should be deemed to have been duly received by the Borrower after the Lender sends the message to the email address or telephone number registered by the Borrower. Once the Lender sends a message to the registered email address or phone number, the Lender is no longer responsible for its security, confidentiality, or any actions of any relevant service providers (e-mail service provider, mobile operator), as well as any actions caused by unauthorized use e-mail address or telephone number of the Borrower.

16.3 The Borrower should be liable for all losses, damages or other risks that may arise before the Lender receives notice of a change in the Borrower's contact details.

16.4 In order for the Lender to provide timely and accurate service, the Borrower authorizes the Lender to record, any and all telephone conversations between the Borrower and the Lender, regardless of who initiated the telephone conversation.

16.5 Such permission to record includes, but is not limited to, the recording of the Borrower's instructions, statements, complaints, requests, and reminders from the Lender. The Lender may use the recorded telephone conversation as evidence of the Borrower's acceptance of any offer or additional or revised terms made over the telephone conversion. Furthermore, the Lender may also use such recordings for any legal purpose, in any judicial or administrative proceedings.

#### **XVII. RELEASE FROM LIABILITY**

17.1 To the extent not contrary to applicable law, the Lender should not be liable for any loss or damage which the Borrower or any other person(s) may suffer or suffer in connection with any delay or failure by the Lender to provide all or parts of the Loan to the Borrower and should not be required to explain the reason for such delay or denial.

17.2 Without prejudice to the foregoing, and to the extent not contrary to law, the Lender should in no event be liable to the Borrower for any loss or damage which the Borrower may suffer in connection with the suspension or termination of the Loan, renegotiation of any provisions of this Agreement or exercise of any of the Lender's right as provided by the law.

#### **XVIII. OBLIGATIONS AND WARRANTIES OF THE BORROWER**

##### **The Borrower has the following obligations:**

18.1 To pay in full his/her Principal, Interest, fees, taxes and other charges on or before the Maturity Date as set forth in this Agreement and Payment Schedule.

18.2 To comply in good faith on the terms and conditions provided in this Agreement.

18.3 To maintain in full force and effect any authority, consent or approval necessary to enable to perform his obligations under this Agreement.

18.4 Promptly present and make available to the Lender all documents and information, execute and deliver such other instruments and documents, and perform or refrain from doing any such other action as may be required by the Lender, whether to comply with government regulations or requirements of the Lender.

18.5 To notify the Lender in writing of any potential or actual Events of Default as defined in this Agreement, as well as any event or circumstance that constitutes a default under any other agreement binding with the Borrower (and, in each case, steps, if any, are taken to remedy it) as soon as it is known to occur.

18.6 The Borrower should notify the Lender of any change in employment, business, or profession of the Borrower. In the event that the Borrower is self-employed, the Borrower hereby undertakes to inform the Lender of the financial performance of its business on a periodic basis at the request of the Lender

#### **XIX. EVENTS OF DEFAULT**

Each of the following events constitutes an event of default ("Instances of Default"), regardless of its cause, whether it occurs voluntarily or involuntarily, or whether it occurs as a result of any court order, law or regulation:

19.1 The Borrower fails to pay on the Maturity Date any amount owed by the Borrower to the Lender.

19.2 The Borrower fails to perform any of its obligations under this Agreement.

19.3 The Borrower becomes insolvent or enters into any voluntary agreements with its creditors or becomes subject to administrative action or ceases to operate.

19.4 The Borrower dies or becomes incapacitated.

19.5 Any false statement or misrepresentation by the Borrower during his Loan Application, or during the existence of the Loan.

19.6 If any public authority condemns, confiscates, or otherwise expropriates, or seals, blocks or freezes, or uses for public purposes or for national defense or security and other similar special circumstances, all or any substantial part of the property or other Borrower's assets.

19.7 If any provision of the Agreement is held by any governmental authority or court to be invalid, null and void, illegal or void, in whole or in part;

19.8 If a court of competent jurisdiction passes judgment or judgment against the Borrower; or an arbitration body of competent jurisdiction rules against the Borrower; or

19.9 Any events or circumstances that may give the Lender reasonable grounds to believe that the Borrower will not be able to perform any of his obligations.

## **XX. INDEMNIFICATION TO LENDER**

The Borrower should indemnify the Lender for any costs, losses or liabilities incurred by the Lender as a result of:

20.1 The occurrence of any Events of Default.

20.2 Misrepresentation or fraud by the Borrower to the Lender.

20.3 Any cost incurred to prepare for the request, attend investigation, comply with the subpoena or similar order or legal process against the Borrower in relation to transactions contemplated or financed pursuant to this Agreement.

## **XXI. DATA SHARING AND DISCLOSURE**

21.1 The Borrower irrevocably and unconditionally consents to the Lender and any of its officers to the transfer and disclosure of information (i) to public authorities; (ii) any party/person offering or contemplating the payment or redemption of indebtedness under the Loan; (iii) Lender's auditors, lawyers or any other debt collection agents; (v) credit reporting agencies; (v) directors, officers, parent company, subsidiaries, affiliates of the lender; (vi) insurance companies, collection agencies, contractors or other third party service providers that are involved in the provision of products and services rendered by the Lender. It is hereby stipulated that the Lender and any of its officers may disclose the above information to the maximum extent permitted by any provision of law or law, and at any time and to such extent as the Lender may, in its absolute discretion, deem desirable or necessary.

21.2 The Lender may provide for the personal information and loan details of the Borrower to the Credit Information Corporation (CIC) and other reporting agencies as may be accredited by the CIC in accordance with Republic Act (R.A.) No. 9510 and its implementing rules and regulation.

21.3 The Lender may transfer the Loan to a third-party service provider to continue the collection process. Such action will involve data-sharing of personal information of the Borrower which will be handled by the Lender and the third party service provider in accordance with the Data Privacy Act of 2012.

## **XXII. REPRESENTATION AND WARRANTIES OF THE BORROWER**

The Borrower represents and warrants to Lender, for as long as this Loan exists, that:

22.1 The Borrower is of legal age and has the legal capacity to enter into this Agreement.

22.2 The Loan should be used for lawful purposes only.

22.3 Except as disclosed in writing, no default or EVENT OF DEFAULT has occurred or is continuing with respect to the Borrower.

22.4 There are no legal actions, suits, or proceedings pending or, to the knowledge of the Borrower, with respect to any of the transactions contemplated by this Agreement, and/or against or affecting the Borrower or any of his/her properties or assets which, if adversely determined, could impair the ability of the Borrower to perform his obligations.

## **XXIII. ATTORNEY'S FEES**

23.1 If the Lender requires the services of legal counsel to enforce any of its rights and remedies under this Agreement, the Lender should be entitled to recover from the Borrower the entire amount charged to it by its legal counsel as attorney's fees, in addition to legal fees and all other fees and charges incurred by the Lender.

## **XXIV. NOTICE TO THE BORROWER**

Notice given to the Borrower in connection with this Agreement may be delivered in person or sent by regular mail prepaid, or sent by e-mail, or faxed to the addressee's fax number, or through text message to the registered mobile phone number of the Borrower during the Loan Application. A notice to the Borrower should be deemed to have been given and received:

24.1 If personally delivered, on the day of delivery if it is a business day, otherwise the next business day.

24.2 If sent by mail prepaid, on the day posted in the post office or private courier.

24.3 If sent by email and the sender has not received notification of the error, one hour after the email was sent.

24.4 If transmitted by facsimile and a correct and complete transfer report is received, at the time of transfer specified in that transfer report; 23.5

If sent by text message and the sender did not receive an error notification, the text message is considered received by the Borrower at the time of sending.

**XXV. GENERAL PROVISIONS**

**25.1 Assignment.** This Agreement should be binding upon and should be enforceable against the Borrower and the Lender and their respective successors and assigns. Borrower should not have the right to transfer his rights or obligations hereunder except with the prior written consent of the Lender. The Lender reserves the right to sell, cede, transfer, assign, or set over to any person or entity its rights and interest in and to this Agreement WITHOUT prior notice to the Borrower.

**25.2 Entire Agreement and Amendment.** This Agreement and the other documents which may be executed related to the Loan constitute the entire agreement of the parties and supersede any prior expressions of intent or understanding with respect to this transaction. Any amendment to any parts of this Agreement should only be valid if agreed by the parties in writing.

**25.3 Separability Clause.** In the event any one or more of the provisions contained herein should be for any reason declared invalid or unenforceable, such invalidity or unenforceability should not affect the other provisions of this Agreement, which should continue to be in full force and effect and construed as if such invalid or unenforceable provision(s) had not been embodied therein.

**25.4 Waiver, Cumulative Rights.** No failure or delay on the part of the Lender in exercising its right, power, or remedy accruing to it upon any breach of default of the Borrower under this Agreement should impair such right, power, or remedy nor should it be construed as a waiver of any breach or default thereafter occurring, nor should a waiver of any single breach or defaulted be deemed a waiver of any other breach or default thereafter occurring, nor should any single or partial exercise of any such right pr power prejudice any other or further exercise thereof or the exercise of any other right or power hereunder.

Any waiver, permit, consent, or approval of any kind on the part of the Lender of any breach in this Agreement must be in writing and should be effective only to the extent as specifically set forth in such writing. All remedies afforded by the Lender under this Agreement, by law or otherwise, should be cumulative and not alternative. No notice to or demand on the Borrower in any case should entitle it to any other or further notice or demand in similar or other circumstances.

**25.5 Governing Law.** This Agreement is governed by the laws of the Republic of the Philippines.

**25.6 Venue.** Any legal action or proceeding arising out of, or connected with, this Agreement, including any and all documents relative thereto, should be brought in the proper courts of Taguig City only. By the execution and delivery of this Agreement, the parties hereby irrevocably submit to such venue to the exclusion of all other venues.

**25.7 Change of Corporate Name.** Changing the corporate name by the Lender for any reason does not entail the termination of the Agreement.

**25.8 Extraordinary Inflation/Deflation.** The Borrower expressly agrees that all peso obligations are based on the value of the peso at the time the Loan is released and/or any additional loans or credit accommodations are granted. Should there be any changes thereafter due to extraordinary inflation/deflation, or any other cause or reason, the Borrower expressly binds and obligates himself to discharge and pay the aforesaid obligation in such value as may be adjusted by Lender, at its exclusive option, in accordance with the value of the peso prevailing either at the time of the obligation is paid in whole or in part, or at the time of the establishment of obligation.

The rate of interest and/or other charges imposed on the Loan during its term, renewals, extensions, restructuring, novation, and/or modification may be increased or decreased by Lender with prior notice to the Borrower in the event of the changes in interest rates as may be prescribed by the law.

**25.9** The Lender should have the right to revise and/or update this Agreement at any time in its sole discretion but with prior notice in writing to the Borrower through any modes of communication provided in this agreement.

**XXVI. ACCEPTANCE**

The Borrower confirms that he has read, understood and agrees to all of the provisions provided in this Agreement. This Agreement, unless terminated by the Lender, will enter into force from the date of signing until the complete performance by the Borrower of his obligation, the full payment of his Principal Amount, Interest and other charges. Provided that this Agreement has not been terminated, at the end of the Initial Term, this Agreement will be renewed on the same terms for another period of time ("Another Loan Term"), unless the Lender notifies the Borrower of its intention not to renew by written notice of at less than one month before the end of the Initial Term or Renewal Term (as the case may be).

The Borrower confirms that he has used the One Time Password ("OTP") provided by the system of the Lender to verify the authenticity of his information entered with the Lender's platform to apply for a Loan. As a security, OTP is one of the ways to identify the Borrower. The unique OTP is sent to the registered mobile phone number which was provided by the Borrower during his Loan Application.

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT BEFORE COMPLETING THE LOAN TRANSACTION.

LENDER	BORROWER
Cash-Express Philippines Financing Inc. Registration: CS201951088 Certificate of Authority: 2918	Johnette Arevalo Manigbas Postal ID / PRNN41220400397P

# DISCLOSURE STATEMENT

(As required by the Credit Eligibility Act 3765 R.A.)

BORROWER	
Name	Johnette Arevalo Manigbas
Birth Date	Oct 4, 1973
Address	B9 L22, Polaris St., Caloocan City, Caloocan City, 169
Government-issued ID	Postal ID
ID No.	PRNN41220400397P
Bank Name	Land Bank of the Philippines
Bank Account Name	Johnette Arevalo Manigbas
Bank Account No. (E-Wallet number)	4876035850
Borrower's name	Johnette Arevalo Manigbas
Loan Contract #	CX1267749
Date Provide	Jan 29, 2024
Date of the first payment	Feb 19, 2024
Maturity Date	Aug 5, 2024
Principal amount	PHP2000
Loan term (in days)	189
The number of payments	9
Interest Period	21 days
Processing fee & Documentary tax	PHP250
SMS info fee	PHP49
Interest rate for the first pay period	1.7% per Day
Interest rate for the second or subsequent payment periods	1.7% per Day
Monthly Effective Interest Rate	51.570 %

PAYMENT SCHEDULE

Payment Period	Payment Date	Interest Per Day, %	Payment Amount, PHP	Principal Amount, PHP
1	19 Feb 2024	1.7	1,013	2,000
2	11 Mar 2024	1.7	714	2,000
3	1 Apr 2024	1.7	714	2,000
4	22 Apr 2024	1.7	714	2,000
5	13 May 2024	1.7	714	2,000
6	3 Jun 2024	1.7	714	2,000
7	24 Jun 2024	1.7	714	2,000
8	15 Jul 2024	1.7	714	2,000
9	5 Aug 2024	1.7	2,714	2,000

Total in PHP: 8,725

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LENDER	BORROWER
Cash-Express Philippines Financing Inc. Registration: CS201951088 Certificate of Authority: 2918	Johnette Arevalo Manigbas Postal ID / PRNN41220400397P



## PROMISSORY NOTE

EFFECTIVE DATE	LOAN CONTRACT #
Jan 29, 2024	CX1267749

For the value received under the Loan pursuant to LOAN AGREEMENT No, the Borrower undertakes to repay, without requirement, Cash-Express Philippines Financing Inc. ("Lender") or the bearer of this Loan, together with accrued interest, fees, expenses, penalties and other charges, as follows:

Borrower's name	Johnette Arevalo Manigbas
Loan Contract #	CX1267749
Date Provide	Jan 29, 2024
Date of the first payment	Feb 19, 2024
Maturity Date	Aug 5, 2024
Principal amount	PHP2000
Loan term (in days)	189
The number of payments	9
Interest Period	21 days
Processing fee & Documentary tax	PHP250
SMS info fee	PHP49
Interest rate for the first pay period	1.7% per Day
Interest rate for the second or subsequent payment periods	1.7% per Day
Monthly Effective Interest Rate	51.570 %

In the event of default on the payment of obligations under this Agreement on the Maturity Date, the Borrower agrees to pay the Penalty and the Late Payment Fee together with any costs associated with the repayment of the Loan by the Borrower after the said Maturity Date. At the expense of the Borrower. The Penalty and the Late Payment Fee, as provided in the Agreement, should be added to the Loan Amount on an accrual basis for each calendar day after the Payment Date until the outstanding is repaid.

If the Lender finds or discovers (1) any defect, fraud or misrepresentation in the receipt of the Loan as evidenced by this Note; or (2) that there is a breach of any of the terms of any instrument or documents entered into in connection with this, or there is a breach of any of the terms of this Note; or (3) any circumstance occurs which, in the sole opinion of the Lender, adversely affects, or will materially affect, the Borrower's financial ability to meet the obligations of the Borrower hereunder, the Note is payable immediately even before the maturity date specified above.

If the Borrower elects to repay its obligations in full before the Maturity Date, the Borrower should repay the Loan in full, plus any interest, fees, taxes and other charges accrued on the Maturity Date.

All fees, taxes and other charges associated with the execution, delivery and execution of this Agreement should be paid by the Borrower. The Borrower should be liable for the payment of penalties to the relevant government agency/institution in respect of any and all taxes, fees, stamps, costs and expenses in case of default on their payment.

The Borrower acknowledges that it is solely responsible for the repayment of the Loan and any other obligations arising from this Note. None of the parties other than the Borrower assumes any risk or liability in relation to the Loan.

Notwithstanding anything to the contrary herein, if it is found by any competent government authority that it has become unlawful for the Lender to maintain the Loan, then the Loan should be repaid in full by the Borrower, together with all other amounts due under this Agreement.

### THE BORROWER

Johnette Arevalo Manigbas